



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**PRODUCTION SUPPORT FOR THE ENTERPRISE
ENVIRONMENTAL MANAGEMENT SYSTEM (EEMS)
RELEASE 2**

CATS TORFP PROJECT U00P7200137

MARYLAND DEPARTMENT OF THE ENVIRONMENT

ISSUE DATE: August 23, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

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| TORFP NAME: | Production Support for the Enterprise Environmental Management System (EEMS) Release 2 |
| FUNCTIONAL AREA: | FA1 – Enterprise Service Provider |
| TORFP ISSUE DATE: | August 23, 2006 |
| Closing Date and Time: | September 14, 2006 at 3:00 PM |
| TORFP Issuing Office: | Maryland Department of the Environment (MDE) Office of Information Management and Technology (OIMT) |
| Questions and Proposals are to be sent to: | TO Procurement Officer: Sean Watson Email Address: SWatson@mde.state.md.us |
| TO Procurement Officer | Sean Watson Office Phone: (410) 537-3079 Office Fax: (410) 209-5017 |
| TO Manager: | Tom Birkmire Deputy CIO Office Phone: (410) 537-4104 Fax: (410) 537-3093 Email: tbirkmire@mde.state.md.us |
| Project Number: | U00P7200137 |
| TO Type: | Time and Materials |
| Period of Performance: | 90 days after NTP |
| MBE Goal: | 25% |
| Primary Place of Performance: | Maryland Department of the Environment 1800 Washington Blvd. Baltimore, MD 21230 |
| State Furnish Work Site and/or Access to Equipment, Facilities or Personnel: | Office desk space and network access to Internet and appropriate software applications/databases for on-site staff. |
| TO Pre-Proposal Conference: | September 6, 2006 - 2:00 PM Maryland Department of the Environment 1800 Washington Blvd. - Room 1004 Baltimore, MD 21230 (See Attachment 5 for Directions) |

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Production Support for the Enterprise Environmental Management System (EEMS) Release 2

TORFP No.: U00P7200137

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the TORFP is not something we ordinarily provide.
- ☐ We are inexperienced in the services required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of a Task Order Proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- ☐ TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐

Other: _____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - ____ email _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.13 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 2, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MDE's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #U00P7200137. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #U00P7200137 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #U00P7200137 Financial".

1.4 EMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict

of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MDE, 1800 Washington Blvd., Baltimore, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.8 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 10 - Forms D-1 and D-2) at the time it submits its TO Proposal. Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Maryland Department of the Environment (MDE), Office of Information Management & Technology (OIMT) is issuing the CATS TORFP to obtain production support services for Release 2 of the agency's Enterprise Environmental Management System (EEMS). MDE has designated the first three (3) months of production for Release 2 as the transition period and the time frame during which these services are required. The TO Contractor will be required to provide up to four (4) individuals to provide these services.

2.1.2 REQUESTING AGENCY BACKGROUND

MDE's mission is to protect and restore the quality of Maryland's air, water, and land resources, while fostering smart growth, economic development, safe communities, and quality environmental education, for the benefit of the environment, public health, and future generations. The Department accomplishes its mission by assessing, preventing, and controlling sources of pollution to foster an excellent quality of life for all Marylanders.

The Department's four principal environmental Administrations are the Air and Radiation Management Administration; the Technical and Regulatory Services Administration; the Waste Management Administration; and the Water Management Administration. A fifth Administration, Administrative and Employee Services, is responsible for managing personnel, fiscal and procurement activities. The agency operates a Baltimore-based headquarters with regional facilities located in Annapolis (2), Frostburg, Centerville, Cambridge, Salisbury, and Hagerstown. MDE presently employs a staff of over 1000, which is predominantly comprised of engineers and scientists. Approximately 850 employees are located at headquarters.

2.1.3 PROJECT BACKGROUND

In 2004 MDE initiated the Enterprise Environmental Management System (EEMS) project to replace over 177 separate permitting, compliance and enforcement databases with a single, integrated database/application that would, to the maximum extent possible, allow MDE to standardize its business processes across all media and all administrations.

MDE chose several Commercial Off The Shelf (COTS) software solutions to implement the EEMS project. The core solution used in the EEMS project is the TEMPO product by CGI-AMS. TEMPO provides the enterprise permitting, licensing, compliance and enforcement system functionality utilizing Oracle 9i as the backend database engine and Sybase PowerBuilder for the front end. Additionally, MDE acquired Information Builders Inc. (IBI) WebFOCUS as a tool to assist with reporting requirements to augment

the embedded LetterBuilder components (a document & data merge function) in TEMPO.

MDE is currently in the implementation phase with Release 2 (of 4) of the EEMS project.

2.2 PRODUCTION SUPPORT OVERVIEW

MDE is seeking production support in three areas related to the EEMS project. These areas consist of: Database Administration Support & Training, Report Development Support , and Post Deployment Production Business Support . MDE has designated the first three (3) months of production for Release 2 as the transition period and the time frame during which these services are required. The TO Contractor will be required to have all technical personnel on site at MDE Headquarters commencing on day one of the designated three month transition period.

The TO Contractor will be required to provide management for the support personnel and MDE anticipates this will not exceed 10% of one full time person (four hours per week) for the expected duration of the engagement. The TO Contractor will not be required to have the management personnel on site.

2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

Database Administration Support & Training (Position #1)

The back end database that supports EEMS is a highly normalized Oracle 9i structure. MDE is in the process of recruiting to fill a database administrator (DBA) position whose primary responsibility is to ensure that the EEMS database is available to the system users in a reliable, optimized, and secure environment. MDE does not currently possess a resource with the required skill set to perform that function. Consequently, MDE believes that to meet the requirement a highly skilled and experienced individual (Position #1) will be required on a part time (20 hours per week) basis for approximately 3 weeks. The primary role would be to provide system administrative support while being shadowed by the MDE DBA resource. This activity would also involve both formal and informal knowledge transfer sessions. Key documentation utilized for these sessions would be the Systems Administration Guide and the System Configuration Guide, which have been provided to MDE by the EEMS software vendor. It is also expected that much of this training would occur on the database itself.

Report Development Support (Position #2A & 2B)

MDE has established a list of reports as part of the EEMS project that needs to be completed. However, it is anticipated that demands for additional reports will increase significantly when end-users begin to execute their business processes with EEMS. It is common that once users see the data, their reporting needs shift and expand. MDE does not currently possess enough resources with the right skill set for this anticipated volume of work. MDE believes that to meet the demand will require 1.5 full time report development support personnel for 2 months. This activity would involve one person 20 hours per week to gather template and reporting requirements (Position #2A.) This

person would interface with end-users to ensure effective report design that meets their needs. In addition, one full time (40 hours per week) would be required to develop the templates and reports (Position #2B.) This person should be well versed in Oracle databases in order to be able to map data fields to the reporting deliverables and be able to work with an IBI WebFOCUS developer to develop and produce reports. Additionally, the report development support personnel would conduct informal knowledge transfer sessions by working closely with MDE staff during report development activities.

Post Deployment Production Business Support (Position #3)

MDE anticipates that the initial production phase for EEMS Release 2 will require significant effort to support the business. MDE has designated the first 3 months of production for Release 2 as the transition period and is anticipating a high volume of Help Desk calls. From an MDE user perspective, problem reporting should occur in a “Business as Usual” fashion. According to Standard Operating Procedure (SOP) at MDE, issues will be directed to the Help Desk and these calls would then be routed to the Post Deployment Production Business Support personnel for evaluation and action. The person in this role will be expected to provide: assistance in troubleshooting issues, direct end user technical support, training to end users, and knowledge transfer to MDE personnel. MDE anticipates a need for a full time (40 hours per week) person for the transition period on site at MDE to provide Post Deployment Business Support (Position #3.) This person would be full-time for the first 2 months, and then go down to half time for month 3. During the course of the 3 months, the Post Deployment Production Business Support person would also conduct informal knowledge transfer activities to the Help Desk personnel.

Project Management (Position #4)

MDE anticipates that the project management requirements will not exceed eight (8) hours per week for the duration of the expected 3-month transition period. The person functioning as the Project Manager (Position #4) will provide: management of TO Contractor’s support personnel, a point of contact to the MDE TO Manager, and weekly reports as described in Section 2.7B.

2.4 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a bi-weekly basis performed during the engagement period based on the duties and responsibilities set forth in Section 2.3.

2.5 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor’s personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process included as Attachment 9, prior to requesting that the TO Contractor provide a replacement employee.

2.6 WORK HOURS

The TO Contractor’s assigned support personnel, with the exception of the management position, will work an eight-hour day (8:00 am to 4:30 pm), Monday through Friday except for State holidays

2.7 DELIVERABLES

A. Personnel

The TO Contractor shall be responsible for providing, on a continual basis for all assigned support positions, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

B. Weekly Status Report

At the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager, a status report that summarizes the following:

- Assigned work efforts and status (completed, in progress, on-hold) and issues identified.
- Proposed activities for the upcoming workweek.
- Hours worked by individual TO Contractor personnel.

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting work execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at: www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) Maryland Department of the Environment's IT Master Plan at: http://www.mde.state.md.us/assets/document/aboutmde/MDE_FY2007_ITMP.pdf

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

Individuals proposed for this TORFP must have the following qualifications for each of the positions:

Database Administration & Training Support Personnel

- Minimum of 5 years experience working with Oracle
- Minimum of 5 years experience designing and developing enterprise database systems

Report Development Support Personnel

- Minimum of 5 years experience designing, developing and testing applications using Oracle databases
- Minimum of 5 years experience working with organizations to plan and design software solutions to meet business needs including working with end users to establish requirements and training end users

Post Deployment Production Business Support Personnel

- Minimum of 5 years experience working with Oracle
- Minimum of 5 years experience designing, developing and testing enterprise applications
- Minimum of 2 years experience participating in post production support of enterprise systems

Project Management Personnel

- Minimum of 5 years experience managing enterprise IT projects

2.10 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

The TO Contractor must also be able to demonstrate knowledge and understanding of industry standard environmental practices.

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.12 NON-PERFORMANCE OF PERSONNEL

In the event that MDE is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.4, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.5. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports (Deliverable 2.7B). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 6, is not submitted.

2.13.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify MDE OIMT, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to MDE at the following address:

Maryland Department of the Environment
Accounts Payable
1800 Washington Blvd.
Baltimore, MD 21230
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.14 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is approved by DBM and executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications set forth in Section 2.9.
- 3) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:

- a) Name of organization.
- b) Name, title, and telephone number of point-of-contact for the reference.
- c) Type and duration of contract(s) supporting the reference.
- d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
- e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- f) Experience Information in State Contracts

As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the contract
- The term of the contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

E) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

F) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, MDE will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

- The Master Contractor's understanding of the work to be accomplished.
- The qualifications and experience of the TO Contractor's proposed personnel performing the duties and responsibilities as described in Section 2.3
- The experience of the TO Contractor's proposed personnel as required in Section 2.9

4.3 SELECTION PROCEDURES

- 4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.9 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.4 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - SAMPLE PRICE PROPOSAL

**PRICE PROPOSAL FOR CATS TORFP # U00P7200137
LABOR CATEGORIES**

| Labor Categories | A | B | C |
|------------------------------|--------------------------|--|--|
| | Hourly Labor Rate | Total Class Hours Not To Exceed | Total Proposed CATS TORFP Price |
| Position #1 | \$ | 60 | \$ |
| Position #2A | \$ | 240 | \$ |
| Position #2B | \$ | 480 | \$ |
| Position #3 | \$ | 400 | |
| Position #4 | \$ | 96 | \$ |
| Total Evaluated Price | | | \$ |

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Time for travel will be reimbursed as allowed in Section 2.2.4 of the Master Contract.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 - Task Order Agreement

CATS TORFP # U00P7200137.
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement ("TO Agreement") is made this day day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Department of Transportation, Maryland Department of the Environment.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. "Agency" means the Maryland Department of the Environment, as identified in the CATS TORFP # U00P7200137.
 - b. "CATS TORFP" means the Task Order Request for Proposals # U00P7200137, dated August 23, 2006, including any addenda.
 - c. "Master Contract" means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. "TO Procurement Officer" means Sean Watson. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. "TO Agreement" means this signed TO Agreement between the Maryland Department of the Environment and MASTER CONTRACTOR.
 - f. "TO Contractor" means the CATS Master Contractor awarded this TO Agreement, whose principal business address is (need address) and whose principal office in Maryland is (need address)
 - g. "TO Manager" means Tom Birkmire of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. "TO Proposal - Technical" means the TO Contractor's technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. "TO Proposal – Financial" means the TO Contractor's financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - j. "TO Proposal" collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, commencing on the date of Notice to Proceed and terminating on **MONTH DAY, YEAR**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$200,000.00. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to Maryland Department of the Environment Accounts Payable, 1800 Washington Blvd., Baltimore, MD 21230

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MARYLAND DEPARTMENT OF THE ENVIRONMENT, OFFICE OF
INFORMATION TECHNOLOGY

By: Sean Watson, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 - Conflict Of Interest Affidavit And Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____ By:_____

(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 4 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 4
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)

| Proposed Individual's Name/Company: | How does the proposed individual meet each requirement? |
|---|---|
| LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME) | |
| Education: (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.) | |
| Experience: (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.) | |
| Duties: (Insert the duties description from the CATS RFP from section 2.12 for the applicable labor category.) | |

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date _____

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5 - Directions to the Pre-TO Proposal Conference

**Driving directions to:
MDE Headquarters
1800 Washington Blvd.
Baltimore, MD 21230**

From points north of Baltimore

Take I-95 South
Go through the Fort McHenry Tunnel
Exit at Exit 53 (I-395)
Bear to the right and follow signs to Martin Luther King Boulevard
Move into the left lane as the roadway descends from the overpass
At the first traffic light, make a left onto Washington Boulevard
Follow Washington Boulevard for approximately one mile
Cross over Monroe Street.
Make a right into the first parking lot entrance (Red Lot)
At the gate press the intercom button and tell the guard that you are visiting MDE for a Pre-Bid Conference
Enter the lobby and proceed to the first floor reception area

From points south of Baltimore

Take I-95 North
Exit at Exit 51 (Washington Boulevard).
At the bottom of the exit ramp, make a left onto Washington Boulevard.
Proceed approximately one half mile and cross over railroad tracks
Turn left into the parking lot entrance just past the railroad tracks (Red Lot)
At the gate press the intercom button and tell the guard that you are visiting MDE for a Pre-Bid Conference
Enter the lobby and proceed to the first floor reception area

ATTACHMENT 6 - ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of the Environment

TORFP Title: Production Support for the Enterprise Environmental Management System (EEMS) Release 2

TO Manager: Tom Birkmire, 410-537-4104

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement #U00P7200137, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.12 OF THE TORFP.

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #U00P7200137 for Production Support for the Enterprise Environmental Management System (EEMS) Release 2. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to the TO Procurement Officer MDE on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE:

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ____ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its Maryland Department of the Environment (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for Production Support for the Enterprise Environmental Management System (EEMS) Release 2 TORFP No. U00P7200137 dated August 23, 2006, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding _____ (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or

the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

**Maryland Department of the
Environment:**

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS
TO THE CONFIDENTIAL INFORMATION**

| Printed Name and Address of Employee or Agent | Signature | Date |
|--|------------------|-------------|
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |
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| <hr/> | <hr/> | <hr/> |
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ATTACHMENT 9 - MITIGATION PROCEDURES

In the event the contractor fails to meet the expectation of the customer, the following mitigation steps will be followed.

1. Customer will notify the contractor and contractor personnel of the problem (i.e. Chronic lateness, failure to meet deadlines). This will be done in writing in the form of a letter provided in this attachment.
2. Customer may elect to discuss the problem directly with the contractor personnel or with both contractor and contractor personnel to determine the course of action to be taken to resolve the problem and the time frame to resolve it.
3. At the end of the time frame allowed to resolve the problem, the customer will notify the contractor that:
 - The problem has been resolved and there is no longer a need to track this problem
 - The problem is partially resolved and the customer is extending the time to resolve the problem
 - The problem is not resolved and the customer wishes to replace the contractor personnel with another resource agreed upon by both the contractor and customer as outlined in 2.12 NON-PERFORMANCE OF PERSONNEL

Note: Any infraction of a violent or criminal nature shall not follow the above mitigation process. The contractor shall provide a replacement resource upon notification from the customer that an act of violence or of a criminal nature has occurred.

ATTACHMENT 10 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS TORFP # U00P7200137

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 10 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. U00P7200137, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of **25** percent and, if specified in the TORFP, sub-goals of zero percent for MBEs classified as African American-owned and zero percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [redacted] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 10 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 10 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

| | |
|---|--------------------------|
| TO Prime Contractor (Firm Name, Address, Phone) | Task Order Description |
| Task Order Agreement Number U00P7200137 | |
| List Information For Each Certified MBE Subcontractor On This Project | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

| | |
|--|--------------------|
| TOTAL MBE PARTICIPATION: | <u> %</u> |
| TOTAL WOMAN-OWNED MBE PARTICIPATION: | <u> %</u> |
| TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: | <u> %</u> |

Document Prepared By: (please print or type)
Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 10 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

| | |
|---|--------------------------|
| List Information For Each Certified MBE Subcontractor On This Project | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |
| Minority Firm Name | MBE Certification Number |
| Work To Be Performed/SIC | |
| Percentage of Total Contract | |

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 10 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # U00P7200137, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Offeror made the following attempts to contact personally the solicited MBEs:
4. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)
- ☐ This project does not involve bonding requirements.
5. ☐ Offeror did/did not attend the pre-proposal conference
☐ No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 10 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. U00P7200137, it and _____,
(Subcontractor Name)
MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- ☐ No bonds are required of Subcontractor
☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 10 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

| | |
|---|----------------------------|
| Report #: _____ | CATS TORFP # U00P7200137 |
| Reporting Period (Month/Year): _____ | Contracting Unit _____ |
| Report is due by the 15th of the following month. | Contract Amount _____ |
| | MBE Sub Contract Amt _____ |
| | Contract Begin Date _____ |
| | Contract End Date _____ |
| | Services Provided _____ |

| | | | |
|---|------|-----------------|------|
| Prime TO Contractor: | | Contact Person: | |
| Address: | | | |
| City: | | State: | ZIP: |
| Phone: | FAX: | | |
| Subcontractor Name: | | Contact Person: | |
| Phone: | FAX: | | |
| Subcontractor Services Provided: | | | |
| List all unpaid invoices over 30 days old received from the MBE subcontractor named above: | | | |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| Total Dollars Unpaid: \$ _____ | | | |

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

| | |
|---|--|
| Tom Birkmire – Deputy CIO Maryland Department of the Environment 1800 Washington Blvd. Rm. 5261 Baltimore, MD 21230 tbirkmire@mde.state.md.us | Sean Watson – Procurement Specialist Maryland Department of the Environment 1800 Washington Blvd. Rm. 5406 Baltimore, MD 21230 Swatson@mde.state.md.us |
|---|--|

Signature: _____

Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS